

**BYLAWS  
OF  
WHITE ROCK BOAT CLUB  
As Amended on May 7, 2022**

**ARTICLE I  
NAME AND PURPOSE**

**Section 1.1. Name of Corporation and Club.**

The name of this corporation and the club established and maintained by it shall be “White Rock Boat Club” (referred to herein as the “Corporation” or the “Club”).

**Section 1.2. Purpose.**

The purpose of the Club shall be to promote the sport of sailing and boating activity on White Rock Lake.

**Section 1.3. Registered Office.**

The registered office of the Corporation shall be located in the City of Dallas, County of Dallas, State of Texas.

**ARTICLE II  
MEMBERSHIP**

**Section 2.1. Eligibility.**

A person shall be eligible for membership in the Club if such person is at least eighteen (18) years of age, is of good moral character, and is approved for membership in the Club (persons who become members of the Club are referred to herein as “Members”). Memberships shall be family memberships and shall entitle the household all the privileges of membership, with the exception of voting at membership meetings. Only one vote per family membership will count and the Member shall cast such vote.

**Section 2.2. Sailing Membership.**

This class of membership will be available to members who own a sailboat at the Club’s facilities and pay a fee for a sailboat pad or davit to the Club or who participate in the Club’s shared boat program (SailAway) and pay a fee to said program.

**Section 2.3. Paddle Membership.**

This class of membership will be available to members who own a vessel powered by a manual paddle (e.g., canoe, paddleboard, or kayak) at the Club’s facilities and pay a fee for a pad/rack to the Club.

**Section 2.4. Social Membership.**

This class of membership will be available to individuals who do not own a boat at the Club, who

demonstrate an interest in sailing or the Club, and/or wish to crew in sailing competition where Club membership is required. If a social member wishes to bring a boat to the Club, they must contact the Commodore for approval, and if approved, pay the additional davit, rack or pad fee to become a Sailing or Paddle Member in the Club.

**Section 2.5. Provisional Membership.**

This class of membership will be available to individuals who demonstrate an interest in sailing or want to take lessons where Club membership is required. A provisional member is not permitted to vote, hold an elective office, own Club property or have access to codes to the gate or equipment rooms, or keep a boat at the Club. The provisional membership fee is due on the first day the provisional member comes to the Club or the first day of the class and the provisional membership will expire thirty (30) days after that date or upon course completion.

**Section 2.6. Emeritus Membership.**

A member who has attained the age of 60, has been a member of the club for 5 years and no longer maintains a boat at the club may become an emeritus member. An emeritus member pays the normal membership dues, has full membership privileges including voting rights and may hold club office but is exempt from work party requirements.

**Section 2.7. Honorary Membership.**

A member who has been deemed by the Board of Directors to merit honorary membership by virtue of having demonstrated high value to the Club. An Honorary Member may participate in all Club activities and functions, but does not pay dues or fees, does not maintain a boat at the Club, is not eligible to vote or hold an elective office, and is exempt from work party requirements.

**Section 2.8. Admission of Members.**

In order to become a Member of the Club an applicant must submit a Club application in writing. The application will include those items as prescribed from time to time by the board of directors of the Club (the board of directors is referred to herein as the “Directors”, the “Board of Directors” or the “Board”). Each application for membership in the Club shall be presented to the Board of Directors by the Membership Chair (defined in Section 5.6) and shall be approved or disapproved by a majority vote of the Board. In the alternative, the Board of Directors may designate that the Membership Committee (whose members need not be Directors) will have and may exercise all of the authority of the Board of Directors in approving or disapproving applications for membership in the Club. Notwithstanding anything to the contrary contained herein, a minimum of 70% of the total membership shall be Sailing Members. If the Sailing Memberships fall below the 70% minimum, then the Club shall only invite new Sailing Memberships until the minimum is achieved.

**Section 2.9. Membership Fees, Dues and Other Charges.**

All fees and dues shall be established by a majority vote of the Members, after recommendations of the Board, at the annual meeting or at any meeting called for that purpose.

**Section 2.10. Arrears.**

Any Member delinquent in their membership fees, dues or other charges for a period of thirty (30) days after the same shall be due shall, upon written notice by the Commodore or designee, be suspended from the Club effective ten (10) days after such notice. The notice shall advise the delinquent Member that they are suspended from the Club and that if they have not paid or made arrangements with the Board to pay their dues or other charges within ten (10) days after the date of notice, they will be automatically expelled from membership in the Club. The Club shall not thereafter extend any credit to such Member. Suspended Members are not considered “In good standing”, and shall not have the privilege of attending any Club meetings or functions, shall not be permitted to vote at any meetings, and shall not be entitled to any privileges of the Club.

**Section 2.11. Assessments.**

An assessment may be levied only when approved by a vote of two-thirds of the Members present at any regular or special meeting of the Members at which a quorum is present; provided, however, that no assessment shall be levied unless the Secretary has emailed or mailed through the U.S. Postal Service to each Member notice of the proposed assessment and the reasons therefore at least ten (10) days prior to such meeting.

**Section 2.12. Resignation.**

Any Member of the Club may resign at any time. Immediately upon filing a letter of resignation with the Commodore by email or by U.S. Mail, such Member shall forfeit all rights to the use of the Club and all membership fees, dues and other amounts paid by such Members; provided, however, that if such Member so resigning shall own a davit, the provisions of Section 6.4 of these Bylaws shall be applicable.

**Section 2.13. Expulsion.**

Any Member may be expelled in accordance with Section 4.9 of these Bylaws, and such expelled Member shall thereupon forfeit their membership in the Club, and should such expelled Member own a davit, the provisions of Section 6.4 of these Bylaws shall be applicable. Expelled Members shall not have the privilege of attending any Club meetings or functions, shall not be permitted to vote at any meetings, and shall not be entitled to any privileges of the Club.

**Section 2.14. Membership Responsibilities.**

The Club shall be under no obligation to renew the membership of any Membership deemed inactive by the Board of Directors. The Member shall be notified in writing by an Officer or Director of the Club that they have been deemed inactive and is subject to expulsion as provided by Section 4.9 of the Bylaws. The term “inactive” shall be defined as failure to participate in the required activities. Any person designated as “inactive” for the period of one Club fiscal year shall be reviewed by the Board of Directors. The Club’s fiscal year shall be determined as set forth in Section 7.4. Each Member will be required to participate in Work Parties and Business/Service Functions.

- (a) **Work Parties:** Normally, four (4) Work Parties will be scheduled during a fiscal year expressly for maintenance of Club facilities. A Member is required to participate in a minimum of two (2) Work Parties to satisfy Membership requirements. In the event a

Member cannot attend two required Work Parties, this requirement can be satisfied by the Member performing a special project approved or assigned by the Commodore (a special project may be proposed by a Member), which must be completed during the year of eligibility, or paying a \$100.00 fee to the Club per Work Party. Participation in Work Parties shall be reported to and recorded by the Commodore. Any Member performing service at a Work Party will be given credit for that Work Party only if they have signed the sign-in sheet provided by the Club on that day. Non-participation in Work Parties will be reported by the Commodore to the Treasurer and a penalty applied accordingly by January 31 of the following year.

- (b) **Business/Member Participation:** Each Member is expected to attend meetings of Members, whether quarterly or the annual meeting, and provide service at a Club sponsored activity.

Members shall be deemed to be “in good standing” when they have participated in the required Work Parties and expected Business/Service Functions described above. The annual service by the Club’s Committee Chairs, Directors and Officers will fulfill that year’s Work Party and Member Participation obligations.

#### **Section 2.15. Removal of Property.**

Any Members, their heirs, or assignees who have resigned from the Club, been expelled, or have failed to renew membership in the Club, shall have thirty (30) days to remove all of their personal property (such as boat, gear and sails) from the Club after having paid in full any and all fees, dues, and assessments which are then due. If the Member fails to pay all monies owed to the Club, then the Club shall have a security interest in and a lien against any and all such personal property, and the Club shall have the right to sell such personal property to secure the collection and payment of any and all dues, fees, and assessments. Any property not removed within said thirty (30) days shall become the property of the Club and may be retained, removed, sold or otherwise disposed of as the Club, in its sole discretion, deems appropriate. In the event the Club incurs any cost to dispose of the property, the former Members, heirs, or assignees will be responsible to reimburse the Club for all incurred costs.

#### **Section 2.16. Notices to Members.**

Notices to Members shall be in writing and delivered personally, sent via electronic mail (email) or mailed to the Members at their addresses appearing on the books of the Club. Notice by mail shall be deemed to be given at the time when same shall be deposited with the U.S. mail addressed to the Member at their address as it appears on the records of the Club, with postage thereon prepaid. Notice by email shall be deemed to be given when transmitted by electronic message and shall be deemed to be delivered at the sent time stamp on that email addressed to the Member at their email address as it appears on the records of the Club. Members are responsible for notifying an Officer of the Club, in writing, of any changes to their contact information. Any Member who does not have an email address or wishes to opt out of the email notifications must notify an Officer the Club that notice to that Member shall be by U.S. mail. Whenever any notice is required to be given to any Member under the provisions of these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a Member at a meeting shall constitute a

waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. The business of a special meeting shall be stated in the notice for the special meeting.

### **ARTICLE III MEETINGS OF MEMBERS**

#### **Section 3.1. Place of Meeting.**

Meetings of the Members, whether an annual meeting, quarterly meeting or a special meeting, shall be held in the City of Dallas, Dallas County, State of Texas, at such place as the Board of Directors may designate and which shall be set forth in the notice of the meeting. In the event it becomes necessary, a Member meeting can be held using an electronic communications platform.

#### **Section 3.2. Annual Meeting.**

An annual meeting of the Members of the Club shall be held in the evening on a date in February designated by the Board of Directors. At such meeting, the Members present and entitled to vote shall elect eight (8) persons to serve on the Board of Directors (as set forth in Section 4.1), including four (4) office positions of Commodore, Vice Commodore, Secretary, and Treasurer and four (4) additional Directors. The Members may transact such other business as may be properly brought before the meeting.

#### **Section 3.3. Special Meeting.**

Special meetings of the Members may be called by the Commodore, by the Board of Directors or by Members having not less than one-tenth of the votes entitled to be cast at such meeting. Business transacted at any special meeting shall be confined to the purposes stated in the notice thereof.

#### **Section 3.4. Quarterly Meetings.**

In addition to the annual meeting in February, quarterly meetings of the Members shall be held at the Club on an evening in each of May, August, and November of each year, unless otherwise specified by the notice of meeting.

#### **Section 3.5. Notice of Meetings.**

Notice of the annual meeting, quarterly meetings or special meetings stating the place, day and hour of such meetings shall be delivered by the Commodore in accordance with the provisions in Section 5.2 of these Bylaws not less than ten (10) days nor more than fifty (50) days before the date of such meetings, by or at the direction of the Commodore or the majority of the Board, to each Member entitled to vote at such meeting.

#### **Section 3.6. Quorum of Members.**

Members in good standing who are present and in person at the meeting whose number equals at least one-tenth (1/10<sup>th</sup>) of the entire Club membership entitled to vote shall constitute a quorum. If a quorum is not present at any Members meeting, the presiding Officer may adjourn the meeting until a quorum shall be present. Any such rescheduled meeting must conform with the

notice provisions of Section 3.5 above. At such rescheduled meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified. The vote of a majority of the votes entitled to be cast by Members present at a meeting at which a quorum is present shall be the act of the Members meeting, unless the vote of a greater number is required by law or by other provisions of these Bylaws.

**Section 3.7. Voting of Members.**

Each Member in good standing shall be entitled to one vote on each matter submitted to a vote at a meeting of Members. At each annual meeting of Members, every Member in good standing and entitled to vote at such election shall have one vote for each Director to be elected. No Member shall be entitled to vote by proxy. Cumulative voting is prohibited. At the Board's discretion, electronic voting is permitted; e.g., via email, phone, videoconference, etc.

**ARTICLE IV  
DIRECTORS**

**Section 4.1. Number and Tenure.**

The number of Directors of the Corporation shall be eight (8), but subject to increase to nine (9) as set forth in this Section 4.1. Four (4) of the Directors shall be the Officers: Commodore; Vice Commodore; Treasurer; and Secretary. Four additional Directors shall be elected from among the Members. The ninth (9<sup>th</sup>) Director may be the immediate past Commodore, unless such person is elected as an Officer. However, if such immediate past Commodore is unable or unwilling to serve as a Director, the Commodore next preceding the immediate past Commodore may be a Director, if willing and able to serve and unless such person is elected as an Officer. The Directors shall be elected by a majority of the Club's Members at the annual membership meeting in accordance with Sections 3.2, 3.7, and 4.2. No person shall be eligible to serve as a Director unless they are a Member in good standing of the Club. The tenure of the Directors will be from their election until the election of Directors at the next annual meeting of Members.

**Section 4.2. Vacancies and Removal.**

Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall be elected for the un-expired term of their predecessor in office. Any Director may be removed from the Board, with or without cause, by a two-thirds (2/3<sup>rd</sup>) vote of the Board of Directors at which a quorum is present.

**Section 4.3. Duties.**

Except as otherwise expressly set forth herein, the business and affairs of the Corporation shall be managed by its Board of Directors which may exercise all such rights and responsibilities of the Corporation.

**Section 4.4. Place of Meeting of Directors.**

Meetings of the Board of Directors, regular or special, must be held in the City of Dallas, Dallas



County, State of Texas. At the Board's discretion, electronic meetings are permitted; e.g., via email, phone, videoconference, etc.

**Section 4.5. Regular Meetings.**

Following the election of Directors at the annual meeting of Members, the Commodore shall call the first regular meeting of the Directors and shall notify the Directors of the time and place of such meeting by giving at least ten (10) days and not more than fifty (50) days written notice of such meeting of Directors. At the first regular meeting of the Directors, the Board of Directors shall establish a schedule for regular meetings of the Directors for the remainder of the fiscal year, including the time, date and location of such meetings, and notice of such schedule shall be sent to all Directors. Thereafter, regular meetings of the Directors may be held without notice to the Directors.

**Section 4.6. Special Meetings.**

Special meetings of the Board of Directors may be called by the Commodore, the Secretary, or the written request of two Directors to the Board of Directors. Notice of special meetings of the Board of Directors shall be given to each Director at least three (3) days before the date of the meeting.

**Section 4.7. Quorum of Directors.**

A majority of the Directors shall constitute a quorum for the transaction of business and the act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless a greater number is required by the Articles of Incorporation, these Bylaws, or the Texas Business Organizations Code. If a quorum is not present at any meeting of the Board of Directors, the Directors present, by a majority vote, may adjourn the meeting until a quorum shall be present.

**Section 4.8. Notices to Directors.**

Notice to Directors shall be in accordance with Section 2.16.

**Section 4.9. Discipline of Members.**

The Board of Directors shall have the right, at its sole discretion, to expel any Member of the Club with a two-thirds (2/3<sup>rd</sup>) vote of the Board of Directors at which a quorum is present. Notice of the issue proffered against any Member shall be given at least ten (10) days before the meeting of the Board of Directors at which such matter shall be considered, giving them notice of the time and place of the meeting. At the meeting, such Member shall have an opportunity to be heard in their defense.

**Section 4.10. Action by Unanimous Written Consent.**

Unless otherwise restricted by law, the Articles of Incorporation, or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action to be so taken, is signed by all of the Directors. Such written consent may be by counterpart signatures and shall bear the date of the signature of each Director who signs the consent. Both the consent and counterpart signatures may be transmitted by email.

**ARTICLE V**  
**OFFICERS/COMMITTEE CHAIRS**

**Section 5.1. Offices to be Filled/Committee Chairs to be Filled.**

The Officers of the Club shall consist of a Commodore, Vice Commodore, Secretary, and Treasurer. One person may not hold more than one of these offices at the same time.

Standing Committee Chairs shall consist of a Social Chair, Membership Chair, Facilities Chair, Communications Chair, Financial Review Chair, Davit Chair and SailAway Chair. The Board of Directors and Commodore have the right to establish additional Committee Chairs according to the needs of the club. To be eligible as a Committee Chair of the Club, such person must be a Member in good standing of the Club. The Chairs shall report regularly to the Board of Directors. Committee Chairs are appointed by the Directors or the Commodore.

**Section 5.2. The Commodore.**

The Commodore shall be the chief executive Officer of the Club and the Corporation. The Commodore shall preside at all meetings of the Members and the Board of Directors. They will give or cause to be given, notice of all meetings of the Members and special meetings of the Board of Directors. The Commodore shall have such other rights and responsibilities that usually pertain to such office or as may be delegated by the Board of Directors.

**Section 5.3. The Vice Commodore.**

The Vice Commodore shall, in the absence or disability of the Commodore, perform the duties and exercise the rights and responsibilities of the Commodore. The Vice Commodore shall also perform such other duties and have other rights and responsibilities as may be prescribed by the Commodore or the Board of Directors.

**Section 5.4. The Treasurer.**

The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. They shall disburse the funds of the Corporation as may be ordered by the Board of Directors and shall render to the Commodore and the Board of Directors, at its regular meetings or when the Board of Directors so requires, an account of all financial transactions made on behalf of the Club and of the financial condition of the Corporation. If required by the Board of Directors, they shall give the Corporation a bond in such sum and with such surety or sureties to be satisfactory to the Board of Directors for the faithful performance of the duties of their office and the restoration to the Corporation, in case of their death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his or her possession or control belonging to the Corporation. They shall, in the absence or disability of the Commodore and the Vice Commodore, perform the duties and exercise the rights and responsibilities of the Commodore. The



Treasurer shall be responsible for the timely payment of bills and invoices for the regular upkeep, maintenance and running of the Club and its business. The Treasurer shall be responsible for the timely filing of any and all tax returns or other forms required to be filed by any governmental entity and the timely payment of any and all taxes owed by the Club. The Treasurer shall also perform such other duties and have other rights and responsibilities as may be prescribed by the Commodore or Board of Directors.

**Section 5.5. The Secretary.**

The Secretary shall attend all meetings of the Board of Directors and all meetings of the Members and record all the proceedings of the meetings of the Club and of the Board of Directors in a file that is available to all Board members and shall perform like duties for the standing committees when required. The Secretary shall also perform such other duties and have other rights and responsibilities as may be prescribed by the Board of Directors.

**Section 5.6. The Membership Chair.**

The Membership Chair shall maintain any and all membership information and the official membership roster, be responsible for responding to all inquiries regarding membership, and receive and present all applications for membership to the Board of Directors or to the Membership Committee, as the case may be, for its consideration. They shall convey to the membership the current membership roster via email or mail through the U.S. Postal Service and be responsible for all correspondence pertaining to membership. The Membership Chair shall also perform such other duties and have other rights and responsibilities as may be prescribed by the Board of Directors.

**Section 5.7. The Facilities Chair.**

The Facilities Chair shall be responsible for maintaining the Club's facilities in good condition and state of repair and shall be in charge of new construction. The Facilities Chair shall also perform such other duties and have other rights and responsibilities as may be prescribed by the Board of Directors.

**Section 5.8. The Communications Chair.**

The Communications Chair shall be responsible for the development, implementation and maintenance of the Club website and any internet related duties as may be approved by the Board of Directors. The Communications Chair shall also perform such other duties and have other rights and responsibilities as may be prescribed by the Board of Directors.

**Section 5.9. The Davit Chair.**

The Davit Chair shall be responsible for assigning a davit, pad or rack space to Members, as well as the safe operation of the davit lifts, pads and racks of the Club. The Davit Manager shall assist or advise Members to fulfill their responsibilities under Section 6.2. and 6.5 and shall monitor the condition of vessels and notify the Board of any questionable condition not less than annually. The Davit Manager shall also perform such other duties and have other rights and responsibilities as may be prescribed by the Board of Directors.

**Section 5.10. The SailAway Chair.**

The SailAway Chair is responsible for the repair and maintenance of the fleet of Sailboats owned by the Club and designated by the Directors as eligible for the SailAway program, and shall monitor and track the use of the SailAway boats. The SailAway Manager shall also perform such other duties and have other rights and responsibilities as may be prescribed by the Board of Directors.

**Section 5.11. The Social Chair.**

The Social Chair shall be responsible for all social event planning and management, including arrangements for food, entertainment, and activities. The Social Chair shall also perform such other duties and have other rights and responsibilities as may be prescribed by the Board of Directors

**Section 5.12. The Financial Review Chair.**

The Financial Review Chair shall be responsible for conducting an independent review of the Club's financial accounts at the end of each fiscal year. The Officers and Directors shall make available to the Financial Review Chair all books, records, minutes, bylaws, financial information and any other Club records for the Financial Review Chair's inspection and review. The review, under the direction of the Financial Review Chair, may be conducted by a committee or by an independent accountant if deemed advisable by the Board of Directors and shall report the results of the review to the Board of Directors and shall make such report available to Members in good standing upon request. The Financial Review Chair shall be independent and not be a Director and those conducting the review shall not be Directors. The Financial Review Chair shall also perform such other duties and have other rights and responsibilities as may be prescribed by the Board of Directors.

**ARTICLE VI  
RESPONSIBILITY OF MEMBERS AND BOAT PLACEMENT**

**Section 6.1. Boat Placement.**

Annual membership invoices will reflect the payment for use of a Member's assigned davit, rack or pad annually, but may be reduced to a lesser term when authorized by the Board of Directors on singular occasions. Preference for assignment shall be in favor of boats racing on White Rock Lake when waiting lists for assignment occur. No Member of the Club shall have the right to rent, lease, or permit the use of their davit or rack or pad to any other person or to permit the occupancy of their davit, rack or pad by any boat not owned by such Member. Use of a davit, rack or pad shall be limited to Members of the Club. All Members' boats or watercraft located at the Club's facilities must be stored in their assigned davit, rack or pad, unless granted specific temporary exception by the Commodore or designated representative.

**Section 6.2. Davit, Rack or Pad Repair and Modification.**

Any additions or modifications made to a davit, rack or pad by anyone must have prior approval by the Commodore or their designated representatives. Any Member owning a davit shall furnish and maintain at their own cost and expense all cable, pulleys, cradle and other necessary or appropriate equipment to properly rig a davit. All materials used and methods employed in rigging a davit must be approved by the Commodore or the Commodore's appointee. Any davit owned by a Member which, in the opinion of the Commodore, needs repair or replacement of its parts, may be repaired or replaced by the Club at the expense of the davit owner if such owner, after notice is given under the provisions of Section 2.16, fails or refuses to make such repairs or replacement.

**Section 6.3. Membership fees for the use of Davits, Racks and Pads.**

Membership fees for the use of davits, racks or pads, and Club facilities shall be priced by the Club from time to time as part of the membership fees in accordance with the provisions of Section 2.9.

**Section 6.4. Option of Club to Repurchase.**

If a Member who owns a davit shall resign their membership in the Club, or shall be expelled or suspended in accordance with these Bylaws or, while retaining their membership, gives notice of their intention to sell their davit, the Club shall have the option for a period of thirty (30) days after receipt of notice of resignation or the effective date of expulsion or notice of intention to sell, as the case may be, to repurchase the davit owned by such Member by tendering to such Member the amount last paid to the Club for the purchase of the davit, less such amounts, if any, owed by such Member to the Club for dues, maintenance, fees or charges. In the event that the sums owed to the Club by the Member equal or exceed the amount last paid to the Club for the purchase of such davit, the Club, without notice, may offer the same for private sale and all legal or equitable rights of such davit owner in and to such davit shall be forfeited. In the event the Club does not exercise its option to repurchase the davit, during the thirty (30) days option period hereinabove provided, the Club shall thereafter have the option to repurchase the davit from a resigned Member, or from any Member who shall have been expelled or suspended in accordance with these Bylaws, which option may be exercised at any time by the Club by tendering to such Member an amount of money equal to the then fair market value of the davit, less such amounts, if any, owed by such Member to the Club for dues, maintenance, fees or charges.

**Section 6.5. Maintenance.**

A davit that is owned by a Member shall be maintained by its owner to the standards determined by the Board of Directors or its designated representative. Any boat or watercraft in a davit, rack or pad, shall be maintained by its owner to the standards determined by the Board of Directors or its designated representative. All boats and other watercraft shall be properly licensed by boat owner and owner shall comply with all state and federal laws. All Members shall be responsible for the maintenance of their boat or other watercraft, which shall be maintained in a clean, safe and seaworthy condition, in a condition consistent with good seamanship, and to the standards determined by the Board of Directors or its designated representative. All Members shall be responsible for securing their boats in such a way as to avoid damage to any other boat, equipment, or the WRBC facility. A Member shall not allow a davit or boat pad to remain empty or use a davit or boat pad solely for the storage of a boat or other watercraft. Only a single boat or watercraft shall occupy a davit, rack or pad. The Board of Directors shall inform a Member in writing of the need to perform maintenance on either the davit or the boat, or both, or to fulfill their other

responsibilities set forth herein within thirty (30) days or face possible expulsion under Section 4.9 of these Bylaws, or non-renewal of their membership in the Club, or any lesser penalty as may be determined by the Board of Directors, in its sole discretion.

## **ARTICLE VII MISCELLANEOUS PROVISIONS**

### **Section 7.1. Members' Responsibility for Guests and Visitors.**

Guests, visitors and minor children must be accompanied by a Member at all times and the Member will be responsible for any such child, guest or visitor. Guests or visitors shall be limited in number to no more than six (6) couples per Member per visit without special permission from the Commodore or reserving the Club pursuant to section 7.6. Members are responsible for securing the Club's facilities in a safe and secure condition and reporting any problems to a Club Officer or Director. This includes closing and locking both gates to the Club's facilities when leaving and securing openings to the clubhouse when last to leave. Members should report to Officers or Directors possible problems or damage to facilities, davits, racks, pads, rescue boats, and other Members' boats.

### **Section 7.2. Responsibility of Club.**

The Club will not be responsible for bodily injury to, or for loss of, or damage to property of Members, visitors or guests, except to the extent that such occurrences may be compensated for and covered by insurance carried by the Club.

### **Section 7.3. Persons Authorized to Sign Checks and Notes.**

All checks or demands for money and notes of the Corporation shall be signed by the Commodore, Treasurer, or their designee.

### **Section 7.4. Fiscal Year.**

The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

### **Section 7.5. Burgee and Other Devices.**

The Board of Directors may adopt a burgee or emblem and other such devices of such design and color arrangements as the Board shall determine.

### **Section 7.6. Reservation of Club Facilities.**

The facilities of the Club may be reserved by Club Members only. Any reservation must receive the prior approval of the Commodore or the Commodore's designee. Reservations will be posted on the Club's website calendar following confirmation of payment for the reservation. Members reserving the Club facilities are responsible for the costs of any repair of any damage to the Club facilities caused by the Members and their guests and are also responsible for leaving the Club in clean and orderly condition. Members failing to do so are subject to fines as determined by the Board of Directors. Members reserving the Club are responsible for maintaining security of access to the Club's facilities during the event while permitting reasonable access for other Club Members. When the Club facilities have been reserved, other Club Members shall respect the

privacy of the persons using the reserved facilities.

**Section 7.7. Butterfly Fleet.**

The Club supports Butterfly Fleet 20 by providing facilities to the fleet. In return, Butterfly Fleet 20 complies with these Bylaws. The specifics of the facilities provided and the responsibilities are detailed in a separate agreement between the Club and Butterfly Fleet 20.

**Section 7.8. Sea Scout Ship.**

The Club hosts a Sea Scout Ship and is the charter organization for that Ship. Sea Scouts is a division of the Boy Scouts of America. Members of the Sea Scouts are eligible to use boats in the Club Fleet, per Section 7.9, access Club facilities, and reserve Club facilities (for no reservation fee). The Sea Scout Ship will provide service to the Club at least one time per calendar year at the direction of the Board of Directors.

**Section 7.9. Club Fleet.**

The club maintains a fleet of paddled vessels, sailboats and powered committee boats. Any use of the sail and power boats must have prior authorization by the Board, and the Board will maintain a record of authorized users.

- (a) **SailAway Program.** The Board of Directors shall designate Sailboats to be included in the shared boat program known as the SailAway Program. Members may skipper SailAway boats if they have completed the Texas Water Safety course, demonstrate the necessary sailing knowledge during a Check-out exam, and pay dues to the SailAway Program.
- (b) **Sea Scout Program.** Sea Scout Ship Members may operate a club-owned boat provided they meet the requirements of the Sea Scouts, the requirements of the SailAway Program (if skippering a SailAway boat), and the requirements of skippering a Club Power Boat (if using a Club Power Boat).
- (c) **Power Boats.** The Club owns and maintains committee/rescue boats. Power boats may be skippered only by members that have completed the Texas Water Safety course and meet the minimum requirements as described by the Board of Directors.

**ARTICLE VIII  
AMENDMENTS, LIABILITY AND INDEMNIFICATION**

**Section 8.1. Amendments to Bylaws.**

These Bylaws may be amended at the annual meeting of the Members (or at a special meeting called in accordance with Section 3.3 of these Bylaws) by two-thirds (2/3<sup>rd</sup>) of the votes cast, a quorum being present, after proper notice (as provided by Sections 2.16 and 3.5 of these Bylaws) of the amendment, including the exact wording of the proposed amendment to the Bylaws, save and except changes to correct clerical, typographical and grammatical errors. Additionally, these Bylaws may be amended at a regular or special meeting of the Board of Directors in the case of extreme emergency; provided, that (i) such amendment must be calculated to reasonably cure the

extreme emergency, and (ii) such amendment shall be temporary, for a period of sixty (60) days only, and such amendment shall expire in 61 days after it is enacted unless it is approved and ratified by the Members at a meeting for which notice is given in compliance with Section 3.5 of these Bylaws and which notice describes the extreme emergency and the temporary amendment.

**Section 8.2. Limitations on Liability.**

An Officer or Director of the Club is not liable to the Club or its Members for monetary damages for acts or omissions that occur in the person's capacity as an Officer or Director, except to the extent a person is found liable for: (i) a breach of the Officer or Director's duty of loyalty to the Club or its Members; (ii) an act or omission not in good faith that constitutes a breach of duty of the Officer or Director to the Club; (iii) an act or omission that involves intentional misconduct or a knowing violation of the law; (iv) a transaction from which the Officer or Director receives an improper benefit, whether or not the benefit resulted from an action taken within the scope of the person's duties; or (v) an act or omission for which the liability of an Officer or Director is expressly provided by an applicable law, statute, or regulation. The liability of Officers and Directors of the Club shall, to the fullest extent permitted by law, be limited by the Charitable Immunity and Liability Act of 1987, Chapter 84, Texas Civil Practice and Remedies Code, as amended. Any amendment, repeal or modification of the foregoing provision by the Members of the Club shall not adversely affect any limitation on the liability of any Director or Officer of the Club existing at or prior to the time of such amendment, repeal or modification.

**Section 8.3. Indemnification.**

Subject to the limitations and requirements of the Texas Business Organizations Code, the Club may indemnify a person who was, is, or is threatened to be made a named defendant or respondent in a proceeding because the person is or was an Officer or Director of the Club.